

Levine v. ALAA, *et al.*
Complaint

Exhibit A



Association of Legal Aid Attorneys

UAW 2325 (AFL-CIO)

(R) CRAFTED WITH CARE 9

October 25, 2023

Mr. Arnold Levine
VIA Email: ALevine@legal-aid.org

As a result of the Collective Bargaining Agreement ("CBA") negotiated by your employer, The Legal Aid Society, and the Association of Legal Aid Attorneys - UAW Local 2325, your employment is covered under a union security agreement known as "agency shop."

The pertinent section of the CBA reads as follows:

§ 1.1.3. Dues and Fees. All bargaining unit members, whether newly-hired, rehired, or returned to the bargaining unit, must, within thirty [30] days of hire, pay the current dues and initiation fees or, where applicable, current service fees to the Union, and any interest charges that may be set by the Union for late payment of dues or service fees. Upon the Union's written request, the Society will discharge any Staff Attorney who fails to pay such dues, fees or interest, after the Union has given at least two [2] weeks' written notice, by certified mail, to the delinquent attorney and to the Society. Any member of the bargaining unit may authorize the Society to deduct from her paycheck(s) and forward to the Union all dues, initiation fees, credit union, political action, other assessments and/or agency fees. Such authorization will be effective until revoked, in writing, by the signer thereof.

If you choose to be a union member, you must pay union dues, which are currently 1.44% of salary. Being a union member entitles you to all the rights under the UAW Constitution, ALAA bylaws, and the law, including but not limited to: the right to vote in union elections and contract ratifications, attend union meetings, run for union office, and the right to participate in union benefits programs.

Union membership is not required. Currently, you choose to reject union membership, and as such must instead pay "agency fees" which are equivalent in amount to union dues. **As a condition of employment at The Legal Aid Society, you must either pay union dues or agency fees in order to continue working at LAS.** In addition, under federal law you have the right to object to providing financial support to union activities not germane to collective bargaining, in which case you will be required to pay a representation fee equal to dues reduced proportional to the percentage of the union's total expenditures that are not germane to

collective bargaining ('representation fee'). The following link describes the procedures for filing such an objection: <https://uaw.org/union-security-agreements/>

You may use the following link to authorize payment of dues, fees, and/or interest by payroll deduction: <https://www.alaa.org/member-enrollment>. If you would prefer to make payments manually, you may mail a check made out to "ALAA - UAW Local 2325" to 50 Broadway, Suite 1600, New York, NY 10004 % Bret Taylor. Before you start making payments, and upon any change in your salary, you must call the ALAA dues department at 202-460-1975 to confirm that you will be paying manually, and to confirm the amount of your monthly dues payments.

Payments of the previous month's dues must be received by the 1st day of every month. If you choose payroll deduction, and do not submit your enrollment form by November 1st, 2023, the first deduction will include the dues/fees from the previous pay period(s) which were missed.

In your recent message to LAS HR you have discontinued automatic payroll deduction and have not subsequently made arrangements to make manual payments. You have also cited *Janus v. AFSCME* as the reason for your non-compliance. Please note that *Janus* does not apply as The Legal Aid Society is not a public sector employer.

If you fail to pay union dues or agency fees by December 1st as per the Collective Bargaining Agreement, Section 1.3, we will provide you with a final warning via certified mail, with 2 weeks to comply. The notice will include a detailed accounting of the amount you owe and the deadline for payment, December 15th, 2023. If you still fail to pay union dues, agency fees, and any initiation fees or interest owed after that deadline, we will inform The Legal Aid Society of your refusal and of its contractual obligation to enforce the agency shop provision of the CBA by terminating your employment.

Sincerely,

Bret J. Taylor
Financial Secretary/ Treasurer

CC: Lisa Ohta, Jane Fox, Nina Macapinlac, Marnie Zien, Michael Gompers, Peter Laumann, Michael Rooney